

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADS Security		07/01/2011	LIMITED PARTNERSHIP: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 South LaSalle Street		
<b>Internal Address:</b>	Suite 413		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1894881	ADS	
Registration Number:	1894882	ADS	
Registration Number:	3371887	ADS SECURITY WE PROTECT WHAT YOU TREASURE MOST	
Registration Number:	3524956	ADS SECURITY WE PROTECT WHAT YOU TREASURE MOST	
Registration Number:	3887860	ANIWARE	
Registration Number:	3887861	ANIWARE	
Registration Number:	3846810	REMOTEVIEW	
Registration Number:	3765327	SECUREDOOR	
Registration Number:	3765326	SECUREDOOR	
Registration Number:	3375244	WE PROTECT WHAT YOU TREASURE MOST	

CORRESPONDENCE DATA

**900196466**

**TRADEMARK  
 REEL: 004577 FRAME: 0291**

**OP \$265.00 1894881**

Fax Number: (310)231-8311  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (310) 312-3750  
Email: skb@msk.com  
Correspondent Name: Steve Bevins/Mitchell Silberberg & Knupp  
Address Line 1: 11377 West Olympic Boulevard  
Address Line 4: Los Angeles, CALIFORNIA 90064-1683

ATTORNEY DOCKET NUMBER:	39471-00008
NAME OF SUBMITTER:	Evan M. Kent
Signature:	/EMK012362/
Date:	07/07/2011

Total Attachments: 6  
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## Memorandum of Security Interest in Trademarks

ADS Security, a Pennsylvania limited partnership, whose address is 3001 Armory Drive, Suite 100, Nashville, Tennessee 37204-3711 ("ADS"), does hereby grant to Bank of America, N.A., as agent for the Lenders under the "Credit Agreement" (as defined below), whose address is 135 South LaSalle Street, Suite 413, Chicago, Illinois 60603 ("Agent"), pursuant to a Credit Agreement dated as of July 1, 2011, by and among ADS, Security Services of Murfreesboro, Inc., a Tennessee Corporation ("SSMI"), and Advanced Detection Systems, Inc., a Florida corporation ("ADSI" and together with ADS and SSMI, the "Borrowers"), the Lenders named therein, and the Agent (as hereinafter amended and/or restated the "Credit Agreement"), a security interest in all of ADS' right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation, in and to the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference thereto (collectively, the "Trademarks"), and (ii) all actions for past, present or future infringement concerning the foregoing.

ADS agrees that if any individual, corporation, limited liability company, partnership or other entity (such a "Person") shall do or perform any acts which Agent believes to constitute an infringement of any Trademark, or violate or infringe any rights of ADS in any Trademark, then and in any such event, upon, and during the continuance of, an "Event of Default" (as defined in the Credit Agreement) Agent may and shall have the right to take such steps and institute such suits or proceedings as Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Agent may take such steps or institute such suits or proceedings in its own name or in the name of ADS or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Credit Agreement and in certain other "Loan Documents" (as defined in the Credit Agreement). The security interest granted hereby secures Borrowers' performance of their obligations identified in the Credit Agreement and the other Loan Documents. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Agent may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an Event of Default, Agent may exercise all rights and remedies described in the Loan Documents, and ADS hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as ADS' true and lawful attorney-in-fact, with power (upon Agent's notice to ADS of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. To the extent permitted under applicable law, ADS hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Agent shall have, in addition to all other rights and remedies given it by

the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by law.

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT AND THE OTHER LOAN DOCUMENTS SUPERSEDE ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

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[SIGNATURE PAGE 1 OF 1 TO MEMORANDUM OF  
SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of  
Security Interest in Trademarks as of the 15<sup>th</sup> day of July, 2011.

“Agent:”

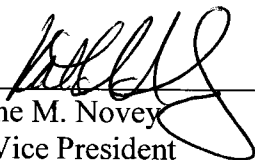
“Borrower:”

**Bank of America, N.A.**

**ADS Security**

By: Mahler Security Services, Inc.,  
general partner

By: \_\_\_\_\_

  
Katherine M. Novey  
Senior Vice President

By: \_\_\_\_\_

Mel A. Mahler, President

By: Elmhurst Corporation,  
general partner

By: \_\_\_\_\_

William E. Hunt, President

[SIGNATURE PAGE 1 OF 1 TO MEMORANDUM OF  
SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of  
Security Interest in Trademarks as of the 1<sup>st</sup> day of July, 2011.

“Agent:”

“Borrower:”

**Bank of America, N.A.**

**ADS Security**

By: Mahler Security Services, Inc.,  
general partner

By: \_\_\_\_\_  
Katherine M. Novey  
Senior Vice President

By:  \_\_\_\_\_  
Mel A. Mahler, President

By: Elmhurst Corporation,  
general partner

By: \_\_\_\_\_  
William E. Hunt, President

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“Borrower:”

**Bank of America, N.A.**

**ADS Security**

By: Mahler Security Services, Inc.,  
general partner




By: \_\_\_\_\_  
Katherine M. Novey  
Senior Vice President

By: \_\_\_\_\_  
Mel A. Mahler, President

By: Elmhurst Corporation,  
general partner

By: William E. Hunt  
William E. Hunt, President

**SCHEDULE A**

<b>Trademark Name</b>	<b>Registration No.</b>	<b>Registration Date</b>
	1894881	05-23-1995
ADS (standard characters)	1894882	05-23-1995
	3371887	01-22-2008
	3524956	10-28-2008
aniware	3887860	12-07-2010
ANIWARE (standard characters)	3887861	12-07-2010
REMOTEVUEW (standard characters)	3846810	09-07-2010
SECUREDOR (standard characters)	3765327	03-23-2010
SECUREDOR (standard characters)	3765326	03-23-2010
WE PROTECT WHAT YOU TREASURE MOST (standard characters)	3375244	01-29-2008